

“बिजनेस पोस्ट के अन्तर्गत डाक शुल्क के नगद भुगतान (बिना डाक टिकट) के प्रेषण हेतु अनुमत. क्रमांक जी.2-22-छत्तीसगढ़ गजट / 38 सि. से. भिलाई. दिनांक 30-05-2001.”



पंजीयन क्रमांक  
“छत्तीसगढ़/दुर्ग/09/2013-2015.”

# छत्तीसगढ़ राजपत्र

(असाधारण)  
प्राधिकार से प्रकाशित

क्रमांक 73 ]

रायपुर, बुधवार, दिनांक 28 फरवरी 2024 — फाल्गुन 9, शक 1945

वाणिज्यिक कर (आबकारी) विभाग  
मंत्रालय, महानदी भवन, नवा रायपुर अटल नगर

OFFICE OF THE EXCISE COMMISSIONER, CHHATTISGARH  
Vanijyik Kar (GST) Bhavan, First Floor, North Block, Sector 19,  
Atal Nagar, Nawa Raipur 492002

Atal Nagar, the 22nd February 2024

## NOTICE INVITING OFFERS FOR SUPPLY OF COUNTRY LIQUOR

NO. EX/DISTILLERY/RATEOFFER/2024-25/739.— Sealed offers are invited from firms having license C.S.1B/C.S.1BB issued by Excise Department of Chhattisgarh under the provisions of Chhattisgarh Country Spirit Rules,1995 (as amended) for entering into rate contract with EXCISE COMMISSIONER, CHHATTISGARH for supply of COUNTRY LIQUOR (CL) for the period from date of finalization to 31st March 2025. Distilleries/Bottling Plants of Chhattisgarh having C.S.1B/C.S.1BB License are eligible to apply for rate offer in prescribed format. These distilleries or bottling plants shall have to obtain C.S.1 and other relevant licenses as prescribed under the provisions of Chhattisgarh Excise Act,1915 and Chhattisgarh Country Spirit Rules,1995.

2. The last date for receipt of rate offers in the Office of The EXCISE COMMISSIONER, CHHATTISGARH at Raipur (Chhattisgarh) is 26/03/2024 by 02:00 P.M. which shall be opened at 03:00 P.M. on the same date. The rate offer document with detailed Terms & Conditions may be obtained from the Office of The EXCISE COMMISSIONER, CHHATTISGARH, Vanijyik Kar (GST) Bhawan, North Block, Sector 19, Atal Nagar, Nawa Raipur 492002, on payment of Rs. 50000/- (Rupees Fifty Thousands Only), and G.S.T. as applicable by demand draft in favour of Excise Commissioner Chhattisgarh Raipur, payable at Raipur, upto 1 day prior to submission of rate offer during the working hours.

Sd/-

(R. Sangeetha)  
Excise Commissioner.

## SECTION I

### **"Terms & Conditions" for entering into rate contract for supply of CL by C.S.1B/C.S.1BB licensees for the year 2024-25**

1. The offers should be sent in sealed covers with superscript "Rate Offer for CL 2024-25" and addressed to the EXCISE COMMISSIONER, CHHATTISGARH, Vanijyik Kar (GST) Bhawan, North Block, Sector 19, Atal Nagar, Nawa Raipur 492002 so as to reach on or **before 02:00 PM on 26/03/2024.**
2.
  - (a) A Security Deposit of an amount of Rs. 1,00,000/- per label as bank draft shall be deposited by C.S.1B/C.S.1BB Licensee at the time of submission of the Rate offer. A Bank Guarantee of an amount of Rs. 10,00,000/- per storage warehouse as Security Deposit in favour of Excise Commissioner Chhattisgarh Raipur, shall be submitted immediately after the acceptance of the Rate offer by each C.S.1B/C.S.1BB Licensee which shall be valid upto 30.09.2025.
  - (b) Offers which do not satisfy the conditions laid down in this document are liable to be rejected and security amount will be refunded.
  - (c) **The offer shall be submitted in spiralled booklet form only. Failure to do so will lead to automatic rejection of the offer.**
3.
  - (a) The offers may be submitted only by the licensee holding C.S.1B/C.S.1BB license for production of country liquor provided by the Department of Excise, Chhattisgarh .
  - (b) The offers shall be made in the enclosed application format. **(Annexure- 'A').**
  - (c) The licensee shall also submit the duly signed Terms and Conditions of Rate offer.
  - (d) All the above will form part of Agreement of the offer.
  - (e) **Annexure 'E'** should also be submitted in USB Flashdrive in a **Sealed Cover.**
4.
  - (a) The rate offer of only those labels of CL which has been registered/renewed with the Excise Commissioner, Chhattisgarh can be quoted. The rate of the labels once quoted and approved will not be permitted to be altered throughout the financial year 2024-25.
  - (b) The following information is to be Bar-coded on the labels affixed to the bottles of liquor supplied to the corporation:
    - (i) Name of State
    - (ii) Name of the Company
    - (iii) Name of the Brand/Label

- (iv) Pack Size
- (v) Check Digit
- (vi) Retail Selling Price

The above information will be over and above the requirements stipulated in the provisions of Chhattisgarh Country Spirit Rules, 1995 (as amended) which may be affixed on the bottles separately.

- (c) Retail Selling Price (RSP) should be printed on the labels of each bottles supplied. The RSP will be fixed by the Government of Chhattisgarh.
- (d) The labels affixed on the bottles and on the cartons should contain all information whether required mandatorily or otherwise and the particulars of the products printed on the outer cartons should be clear enough to identify the product and the batch number and manufacturing date of the product. "Adequate white space should be created on both side of the packing carton for the printing of 1-D barcode." Labels should be affixed on the liquor bottles in such a way that they will not come off while handling.

Every reduction should possess a separate Batch No..Three samples of every reduction (Batch No) will be collected and preserved for one month so that they may be tested in case of any complaint regarding the quality of the country spirit.

- (e) The liquor, bottles, labels and bottling caps should be of such good quality, standard pattern and specifications, as prescribed by the Excise Commissioner from time to time. All the bottles of Country Liquor shall be supplied only after affixing the prescribed hologram.

The country spirit shall be manufactured using rectified spirit by reducing, blending, essencing, colouring, flavouring, maturing, bottling, labeling, sealing etc. The rectified spirit shall be converted into the country spirit using the above procedure. The strength of rectified spirit meant for production of country spirit shall not be less than 60 degree over proof. The licensee will sell only hygienic potable country spirit to the retailers and will ensure that it is fit for human consumption. (FSSAI License copy to be Annexed)

- (f) The price quoted for each Label of CL shall be per case basis for supply to all the warehouses of Chhattisgarh State Beverages Corporation Limited (CSBCL), situated within the State of Chhattisgarh, for the purpose. Landing price quoted for the supply of country liquor shall include the transportation charge up-to the warehouse of CSBCL

- (g) The CL manufactured/bottled for supply shall be of 25 degree under proof Masala and 50 degree Plain in glass bottles only.
- (h) To ensure use & availability of glass bottle for country liquor as an institutional measure, the distilleries shall provide at least 25% of their supply of glass bottles to the retailers in new glass bottles. The in-charge Excise Officer will verify use and stock of new empty glass bottles and will report to Excise Commissioner Office by 7th of succeeding month.
- (i) The rates of the labels quoted for, shall be in following pack sizes :-  
For country liquor, the pack size shall be 750 ml, 375 ml and 180 ml. Issue of country liquor shall be only in 5 ply card board box as per BIS packing norms. 12 bottles of 750 ml(quarter), 24 bottles of 375 ml(pint) and 48 bottles of 180 ml(nip), shall be packed in one cardboard box. The bottles used in bottling of country liquor shall be uniformly made and may be of any shape in all three pack size. All the bottles in each pack size should be of uniform shape. There would be appropriate embossing on all the bottles with "CSMCL Mono" and "For Sale in Chhattisgarh State Only".

## 5. **LANDING PRICE**

- (a) C.S.1B/C.S.1BB licensee shall quote F.O.R. (Freight on Receipt) rates for brands/labels to be supplied, in the prescribed format(Annexure 'E').
- (b) The C.S.1B/C.S.1BB licensee shall quote the rates for such label(s) which are registered /renewed with the Excise Commissioner, Chhattisgarh.
- (c) The C.S.1B/C.S.1BB licensee shall quote the Landing Price for their brand/label. He shall quote a rate for a box containing 750ml, 375ml and 180ml bottles. He shall have no right to ask for revision of rates due to change in any levy, cost of raw material, fee or any other taxation during the currency of the contract period.
- (d) The rate of any new approved label during the year shall be the same as that of other labels of that brand.

### **Landing Rate Analysis:**

- I. The Landing Price could be quoted by the C.S.1B/C.S.1BB licensee for only those label(s) which are approved/renewed by Excise Commissioner of Chhattisgarh.
- II. A Maximum variation of (+/-) 10% from the landing price prevailing in the year 2023-24 shall be allowed.
- III. The cost analysis sheet (Annexure-D) of offered rates should be submitted along with the rate offer. The cost analysis should

be approved by the Chartered Accountant / Cost Accountant duly signed and stamped.

- IV. The rate quoted shall be the same irrespective of the supply unit. No variation in rate shall be allowed on change of source.
- V. (a) On receipt of the offers and their scrutiny by the department, it shall be open to the Excise Commissioner to enter into negotiation with C.S.1B/C.S.1BB licensee. The negotiation shall be done with L-1 and the rates finalised shall be applicable for all C.S.1B/C.S.1BB Licensees for the concerned brand. i.e. Masala/Plain.  
(b) The Chief Executive of the Company or his authorised representative, of all C.S.1B/C.S.1BB licensees shall be present at the time of negotiations.
- VI. The decision of Excise Commissioner will be final and binding on the C.S.1B/C.S.1BB licensee concerned.
- (e) The landing price quoted should be F.O.R(Freight on Receipt)i.e. from C.S.1B/C.S.1BB premises to CSBCL Warehouses inclusive of all expenses.
- (f) In case the duty rates are increased or decreased by the Government, new landing prices would be calculated on the basis of new duty rates/fees, which shall be acceptable to the C.S.1B/C.S.1BB licensee. No variation of landing price shall be allowed.
6. The Documents and copy of Terms & conditions governing the offer shall be signed (on each page) by the licensee or by the power of attorney holder of the licensee and shall bear the seal of the licensee. The name and address of the signatory should be clearly mentioned against each such signature. Resolution regarding power of attorney holder, from the authorised body of the company is to be attached with the rate offer document.
7. Once the prices of any of the Label are accepted by the government and the acceptance of the rates is communicated in writing to the C.S.1B/C.S.1BB licensee, it will constitute as a Rate Contract. The C.S.1B/C.S.1BB licensee shall be liable to supply as much quantity of each label of different pack sizes to the warehouses of CSBCL as and when ordered by Chhattisgarh State Marketing Corporation Ltd (CSMCL). In case of failure to do so the Excise Commissioner may take such action as it deems fit under the provisions of Country Spirit Rule, 1995 (As amended)
8. The quantity to be purchased by CSMCL shall depend upon the demand for the product.

9. Any offer which does not satisfy the condition or is received without true and correct information either in terms of documents or in the data sheet and schedules shall be rejected.
10. The quality of the Country Liquor shall be as per the quality standard provided in the Chhattisgarh Country Spirit Rules, 1995. In case any complaint regarding the quality of the liquor is raised or the liquor, after the Chemical Analysis, is found to be unfit for human consumption, the C.S.1 licensee contract may be terminated with immediate effect and the C.S.1 licensee may be blacklisted for 2 (Two) years. The mentioned two years shall commence from the date of the completion of the original contract.
11. The decision of the Excise Commissioner shall be final with respect to :-
  - (a) Acceptance or rejection of any or all the offers without assigning any reason. The C.S.1B/C.S.1BB licensee will have the right to file representation against said rejection within 30 days from the date of intimation of rejection, before the Excise Commissioner. Representation received after said period will not be entertained.
  - (b) Approval of landing prices, process of payments and terms of supply of country liquor.
12. The quality of CL to be supplied should be of standards as fixed under Food Safety and Standards Authority of India (FSSAI) Copy of license to be attached in **Annexure- "A"**. It shall also confirm to the specifications in the Chhattisgarh Excise Act and Rules.

The chemical examination certificate and a certificate showing that Rectified Spirit has been used in production of country liquor, should be sent to the CSBCL Warehouse against each dispatch. Such chemical examination certificate should be duly authenticated by the Chief Chemical Examiner/Authority recognized by the State and Rectified Spirit (RS) certificate by the chief executive of the distillery authenticated by Excise Authority. Those consignments which arrive without the specified chemical examination certificate will not be accepted at the warehouses of the CSBCL. The Excise Department/CSBCL/CSMCL shall have the right to periodically subject the samples for chemical examination/verification of standards and the expenses incurred for such chemical examination/verification will have to be borne by the C.S.1B/C.S.1BB licensee. Ensuring the quality of the products as per the standards and the quality specifications will be the absolute responsibility of the respective C.S.1B/C.S.1BB licensee.



13. That all the condition for supplies/payment or other wise of CL shall be in accordance with agreement of sale enclosed in **Annexure- “C”** of these documents.
14. Once Landing Price of a Label is offered and accepted by the government, the C.S.1B/C.S.1BB licensee shall be liable to make uninterrupted supply of that brand/label, as per stocking orders and demand issued by CSMCL. If the C.S.1B/C.S.1BB licensee intends to discontinue supply of any approved brand/label, the same has to be intimated to the Excise Commissioner & CSMCL at least 60 days in advance. Any failure in this regard or in supply will entitle the licensing authority to black list the C.S.1/C.S.1B/C.S.1BB licensee and forfeit the security amount along with a penalty as per Chhattisgarh Country Spirit Rules, 1995 (as amended).
15. In case the products purchased by CSMCL shops remain unsold for more than 180 days it will be declared as surplus. CSMCL will impose demurrage charge per bottle on C.S.1B/C.S.1BB licensees as per the following:-
  - i. For the brand/label of country liquor a demurrage charge @25% of RSP shall be charged per month after 180 days of its purchase.
  - ii. At the end of the agreement period the entire demurrage charge levied/ leviabale shall be recovered from the bills/guarantee of the licensee.
  - iii. The demurrage charge levied on CL shall be chargeable to C.S.1B/C.S.1BB licensee and placement agency in the following manner:
    - (a) 25% of the applicable demurrage charge shall be borne by the placement agency and rest 75% by C.S.1B/C.S.1BB licensee.
    - (b) In case the stocks remain unsold in retail liquor shop for a period beyond 1 year, penalty @ 100% of RSP per unit shall be imposed on C.S.1B/C.S.1BB licensee. The same shall be non-refundable.
16. The currency of the contract and the terms & conditions spelt out herein shall be subject to the Chhattisgarh Excise Laws and any law in force and policies of the Union and State Government, from time to time. Application of any new law/ taxes by government shall be borne by the C.S.1B/C.S.1BB licensee.
17. The difference of Countervailing Duty/Excise Duty, whichever applicable, for the closing stock at 31<sup>ST</sup> March, shall be payable by the C.S.1B/C.S.1BB licensees in the State Government Account.

18. In case of indented stock not being fit for issue to the shops and the loss of duty condition arises, then the loss of duty shall be charged from the C.S.1B/C.S.1BB licensee whose label is found unfit.
19. Termination of the Contract shall be governed in accordance with condition stipulated in the Agreement of Sale enclosed in **Annexure- "C"** of the document.
20. The sealed offers shall be opened by the Excise Commissioner or by officer of this Excise Department authorized by the Excise Commissioner at the office of The Excise Commissioner, Chhattisgarh, Raipur.
21. The C.S.1B/C.S.1BB licensees will have to assess the requirements of their brand/label and accordingly have to demand space in warehouses of CSBCL. The CSBCL after assessing their requirements will allot space to the C.S.1B/C.S.1BB licensee and the C.S.1B/C.S.1BB licensee has to pay warehouse rent to CSBCL as per terms and conditions decided by CSBCL.
22. Submission of rate offer shall imply that he has read and understood the provisions of the Chhattisgarh Excise Act, rules made there under specially Chhattisgarh Country Spirit Rules, 1995, the detailed terms and conditions of the rate offer. The contents given in rate offer shall be a legal binding on the C.S.1B/C.S.1BB and has to sign each and every page of rate offer document and other documents annexed along with the rate offer.
23. The C.S.1/C.S.1B/C.S.1BB licensee shall abide by the provisions of Chhattisgarh Excise Act, 1915, Rules made there under, instructions issued by the Government, Excise Commissioner, CSMCL as well as CSBCL.
24. The rate offer could be extendable for 1 year on the same approved rates with the consent of both the parties. Thereafter, the State Government shall have the right to extend the period of contract for such period not exceeding 12 months as may appear appropriate in the circumstance prevailing at the time of conclusion of the contract period on the same terms and conditions and the C.S.1B/C.S.1BB licensee shall be bound to continue supply during the extended period.
25. The State Government reserves the right to reject any or all rate offers, without assigning any reason.
26. In case of disputes regarding interpretation of any terms and conditions of the Rate Offer, the view of the Excise Commissioner Chhattisgarh shall be final.
27. (a) Annexure-B :- General instructions for filling and for submission of Rate Offer, (b) Annexure-D:- Cost sheet, (c) Annexure-F:- Specification



of Digi Lock, (d) Annexure-G:- List of warehouses, (e) Annexure-H:- District wise estimated consumption of country liquor in the financial Year 2023-24, also form the part of the Rate offer which should be submitted along the Rate Offer.

- 28.** All C.S.1B/C.S.1BB licensee has to sign Integrity Pact as per format enclosed in **Annexure-I**.

Sd/-

**(R. Sangeetha)**  
Excise Commissioner.

**ANNEXURE-A****Application Form**

(To be typed on Letter Head in duplicate)

1. Name, Address, Telephone of the firm having C.S.1B/C.S.1BB license.
2. Address for Correspondence, Telephone / E-Mail etc. of the Manufacturing Distillery /Bottling Unit registered under C.S.1B/C.S.1BB license.
3. Name, Address and Telephone / E-Mail of the Managing Director / Chief Executive of the Company / Firm owners of the Unit.
4. Name, Address and Telephone / E-Mail of the Executive of the C.S.1B/C.S.1BB licensee authorized to interact with the department.
  - (a) Name, Address and Telephone / E-Mail of the Board of Directors / Partners / Trustees of Company / Firm / Society of C.S.1B/C.S.1BB licensee company.
5.
  - (a) Permanent Account Number (along with copy of PAN Card)
  - (b) TIN & GST Number(copy to be attached)
  - (c) FSSAI License number along with copy of the licence to be attached.
  - (d) Copy of C.S.1B/C.S. 1BB License.
  - (e) Copy of Registration of Company / Firm / Society.
  - (f) Authorisation certificate in favour of authorised signatory (if applicable).

I declare that the information furnished above is true and correct.

Signature of Chief Executive

Place :

Name :

Date :

Seal

Designation :

Address :

**Note:**

1. All the details sought should be given in prescribed formats only. Where ever it is specially stated to keep enclosures, the same has to be separately attached.
2. All the columns should be filled. No column should be left blank.
3. The application form is to be filled in duplicate and both the copies should be authenticated by the Chief Executive (duly signed on each page).
4. Incomplete application is liable to be rejected.

**ANNEXURE-B****GENERAL INSTRUCTIONS FOR FILLING AND FOR SUBMISSION OF RATE OFFER**

1. All pages of documents submitted in the offer documents should be signed by the authorized signatory and shall also be affixed with the C.S.1B/C.S.1BB licensee's stamp.
2. The Application Form should be typed in duplicate on the letter head of the C.S.1B/C.S.1BB licensee.
3. Annexure-D & Annexure-E should be presented in a sealed envelope.
4. Attach enclosure wherever found necessary.
5. The offer documents indicated (1) (2) (3) and Demand Draft as per (4) above should be sent in sealed cover superscripted "Offer for supply of Country Liquor, 2024-25" and addressed to the Excise Commissioner, Vanijyik Kar (GST) Bhavan First Floor, Sector 19, North Block, Atal Nagar, Nawa Raipur 492002 up to **02:00 PM of 26/03/2024**. The envelope should contain all annexures.
6. Late and unsealed offers will not be accepted under any circumstance.

**Note:**

1. Only offers submitted by the Chief Executive of the C.S.1B/C.S.1BB licensee or his power of attorney holder would be accepted.
2. In case the offer is submitted by the power of Attorney Holder, the original power of Attorney should be enclosed along with the offer.

**ANNEXURE- "C"****AGREEMENT FOR SALE OF COUNTRY LIQUOR**

This Agreement for Sale of Country Liquor (herein after referred to as "the Agreement") made and entered into this ----- day of 20-----.

**BETWEEN**

The **Excise Commissioner Chhattisgarh GST Bhavan Nawa Raipur Chhattisgarh**, which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, of the First Part,

**AND**

\_\_\_\_\_ having  
its office at \_\_\_\_\_

(herein after referred to as "the Supplier/ C.S.1B/C.S.1BB") which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, of Second Part.

**WHEREAS**

The above Parties have agreed to enter into this Agreement for Supply of Country Liquor and to lay down the obligations and responsibilities of the Supplier in relation to the supply here to, set out here under the terms of the Agreement and both shall sincerely abide by the terms of this Agreement.

**NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:-**

1. **DEFINITIONS:** In this Agreement, unless the context otherwise requires, the following words and expressions shall have the same meaning as assigned to them hereunder;
  - 1.1 **'Agreement'** means this Agreement for Supply of Country Liquor entered into between The Excise Commissioner and the Supplier/ C.S.1B/C.S.1BB licensee for the Supply of Country Liquor;
  - 1.2 **'CL'** means Country Liquor.
  - 1.3 **'Brand'** means Masala and Plain.

- 1.4 **'Label'** means the different types of Country Liquor known in different names in the market as approved by the Excise Commissioner, State of Chhattisgarh;
- 1.5 **'Case'** means 12 Nos. of 750 ml ,24 Nos. of 375 ml and 48 Nos. of 180 ml of CL.
- 1.6 **'Warehouse'** means manufacturing warehouse or storage warehouse.
- 1.7 **'Delivery'** means the delivery of stock done by the C.S.1 licensee at the ware houses of CSBCL;
- 1.8 **'Destination'** shall mean the warehouse of the “CSBCL” where the stock are to be supplied or other location within the State of Chhattisgarh, as may be specified in the Stocking Order for the supply of the Stock;
- 1.9 **'Offer Price'** means the price quoted by the C.S.1B/C.S.1BB licensee for the supply of the stock in terms of the rate offer invited by The Excise Commissioner and includes all expenses of manufacture, packaging, freight, insurance, taxes etc whatsoever.
- 1.10 **'Stock'** means the stock of Country Liquor of C.S.1B/C.S.1BB licensee at Warehouse/ Retail liquor shop under this agreement.
- 1.11 **'Stocking Order'** means the order for supply of Stock drawn by CSMCL on C.S.1/C.S.1B/C.S.1BB licensee for the supply of the stock to CSBCL warehouse;

## 2. **CONDITIONS FOR SUPPLY :**

The following shall be the conditions for the supply of country liquor under this Agreement.

### A. **Price applicable for supply**

- 2.1 The purchase shall be made upon the Price fixed by the Government and agreed to by the C.S.1B/C.S.1BB licensee. No deviation from the Price would be permitted during the currency of this Agreement.
- 2.2 The Price fixed under this Agreement shall be for all the destinations and shall be deemed to be inclusive of all expenses of the C.S.1B/C.S.1BB licensee, packing and forwarding charges, freight, insurance, taxes etc whatsoever.
- 2.3 The C.S.1 licensee shall incur all the expenditure incurred for the delivery of the Stock at the destination. These expenses shall include the unloading charges of the Stock at the destination.
- 2.4 The Price determined under this Agreement shall be applied uniformly irrespective of the location of the destination within the State of Chhattisgarh.

- 2.5 The determination of the Price for the purpose of this Agreement shall be only for the licensees for which the labels are approved /renewed by the Excise Commissioner of Chhattisgarh as on the date of presentation of rate offers.
- 2.6 The Stock shall be dispatched to CSBCL warehouse by the licensee under valid transport permit issued by the competent authority;

**B. Packing of Stock**

- 2.7 The Supplier shall ensure that the Stock supplied is adequately and properly packed to prevent any loss, damage or deterioration of the contents during transit. The sealing of the liquor shall be as per the directions issued by Excise Commissioner time to time, Any expenses occurring on the account of it during the contract period shall not be indemnified.
- 2.8 All damages and breakage of the Stock supplied on account of defective and improper packing or on account of any manufacturing defect in the contents or on improper storage in warehouses shall be to the account of the Supplier.
- 2.9 The country liquor of prescribed specifications shall be duly bottled, corked and sealed and shall be transported after being duly packed in New Cartons of 5 ply card board as per BIS packing norms to the warehouses. In no case old, used or damaged cartons will be used for the purpose of packing.

**C. SUPPLY**

- 2.10 The C.S.1B/C.S.1BB licensee shall supply country liquor in sealed bottles with hologram stickers affixed as prescribed by the Excise Commissioner, Chhattisgarh, Raipur on each bottle of CL. The hologram stickers are to be supplied by the office of Excise Commissioner, Raipur at the rate fixed by the Excise Commissioner.
- 2.11 The country liquor shall be supplied in glass bottles only.
- 2.12 The CSMCL shall issue the Stocking Order in justified manner.
- 2.13 The C.S. 1 Licensee, shall supply country liquor within time limit, as per demand by transporting it to the warehouse of CSBCL at its own cost. List of Country Liquor warehouse along with concerned Districts are attached in **Annexure-G**.
- 2.14 Estimated consumption of Country Liquor for the year 2023-24 (on the basis of actual consumption from April to January and expected consumption of February and March) is attached in **Annexure-H**.

- 2.15 Country Liquor shall be transported from the production unit to the CSBCL warehouse in sealed containers equipped with digital lock and GPS tracking system as specified in **Annexure-F**. Wear and tear (breakage /theft/leakage/loss due to accident, fire/natural calamity etc.) in the transportation of country liquor shall be borne by the C.S.1 licensee. It shall be governed by the rules made under Chhattisgarh Country Spirit Rules, 1995 (as ammended).

**D. Dispatch Advice**

- 2.16 It shall be the obligation of the Supplier to communicate the following particulars to the designated warehouse immediately with the dispatch of the Stock;
- (a) Stocking Order No. and Date.
  - (b) Number of Cases dispatched and mode of dispatch.
  - (c) Other relevant particulars necessary to ensure delivery of Stock at the designation.
  - (d) Fill all required detail of dispatch note online in **CSBCL Portal (<https://csbc.cg.nic.in>)**, and then only the consignment vehicle will be received and will get unloaded.
  - (e) Attach the dispatch note as mentioned in (d) above, along with invoice.

**E. Delivery Schedule**

- 2.17 The C.S. 1 licensee shall be responsible to ensure that the supply of the Stock is made within the time period indicated in the Stocking Order placed for the supply.
- 2.18 In case the address of the destination specified in the Stocking Order is changed, the same shall be informed to the C.S.1 licensee. The C.S. 1 licensee shall be responsible to deliver the Stock at such changed destination. Any extra expenditure incurred by the C.S.1/ C.S.1B/C.S.1BB licensee on account of this subsequent change of destination shall not be paid.
- 2.19 The C.S.1 licensee shall also ensure the following at his risk and responsibility;
- 2.19.1 That the consignment travels exactly along the route prescribed in the No objection certificate (NOC)/Transport



Permit by Excise Department and that there is no deviation there from.

- 2.19.2 That if the C.S.1B/C.S.1BB licensee is unable to dispatch the Stock before the expiry of the NOC/Transport Permit, it shall report the matter to the Excise Officer of the concerned District as well as, General Manager of the CSBCL within 01 working day, along with the permit in original and Certificate of non-utilization issued by the Excise Officer in charge of the C.S.1B/C.S.1BB licensee explaining the reasons for such delay.
- 2.19.3 Prescribed NOC should be obtained from the concerned receiving districts for transfer of liquor stock from manufacturing location to CSBCL warehouse.
- 2.19.4 That all laws, rules, regulations and instructions including in particular the provisions of Chhattisgarh Excise Act, 1915 and rules made there under shall be complied. The supplier shall indemnify, the Excise Department against any eventuality of any loss incurred on account of any violation of laws, rules & regulations and instructions or accident caused to the stock in transit as per relevant provisions.
- 2.19.5 That all adequate arrangements have been made for transport and delivery of consignment at the specified destination.
- 2.19.6 That in case of any accidents in route, the C.S.1 licensee shall;
- (a) Immediately lodge a complaint before the Police Station and inform the Excise Office having the jurisdiction;
  - (b) Inform CSBCL and the destination specified for delivery about the accident, without any delay, through the quickest mode of communication;  
and
  - (c) **Procure all relevant documents for the proof of the accident in case revalidation permits or any other legal formalities have to be complied with.**
- 2.19.7 If the quantity ordered on monthly basis, whether in part or in whole, is not supplied by the licensee up to the last date by which the supplies should have been made, the Excise Commissioner may impose penalty as per the provision under Chhattisgarh Country Spirit Rules, 1995 (as amended) on the supplier.

Further, in addition to above, if the penalty imposed, as mentioned above is not paid by the licensee, actions like issuance of Recovery Notice to Licensee concerned, Suspension/Cancellation of license, Black listing etc. shall be initiated against the licensee. The decision of the Excise Commissioner as to whether the cause of default/failure was on account of good or sufficient reasons shall be final and binding on the licensee

#### **H. Quality & Condition of Stock**

- A.** Country Liquor shall be supplied in clean glass bottles only.
- B.** The glass bottles should be compulsorily double washed and no dirty bottles will be permitted to be used.
- C.** Country Liquor shall be clear and free from sediments and other particles.
- D.** Country Liquor shall be free from harmful ingredients/particles/insects etc.
- E.** The Country Liquor shall be free of added colouring material except caramel and shall not develop any turgidity on being diluted with water. The colour and essence used should be of food grade quality.
- F.** Every C.S.1B/C.S.1BB licensee should employ a Quality Control manager in each bottling unit who will be squarely responsible for the quality of the country liquor.
- G.** The Supply of Country Liquor shall be done by “Track & Trace” System only.
- H.** The C.S.1 licensee shall supply its product through vehicles having “GPS tracker device.” The technical specification will be as prescribed in **Annexure “F”**
- I.** The quality of Country Liquor will be as prescribed by C.G. State Excise Department from time to time.
- J.** The C.S.1B/C.S.1BB licensee shall take care of fire safety and will arrange for sufficient fire fighting equipments in each of the bottling unit.
- K.** The water being used to manufacture country liquor should be used only after getting it tested and certified to be safe for human consumption by the Public Health Engineering Department/ Government approved Lab. once in a quarter. Demineralised water should be used for manufacturing of country liquor.
- L.** All C.S.1B/C.S.1BB licensee shall mandatorily have CCTV Cameras in the premises. The Camera and Connectivity will be provided by the licensee.

**COUNTRY LIQUOR**  
**COMPANY NAME & COMPANY ADDRESS**  
**DATE :-**  
**CHEMICAL ANALYSIS REPORT**

Brand Name ..... Label Name..... Sample/ Size .....

Batch No..... Date .....

Vat No ..... Date Of Sample Drawn .....

Analysis Date .....

**LAB Analysis Report:**

S.No.	Characteristics	Result Observed in Sample
1	General Property	
2	Base Of Liquor - Rectified Spirit	
3	Ethyl Alcohol Content % v/v	
4	Volatile Acids as Acetic Acid (gms/100 lts Of Absolute alcohol Max)	
5	Higher Alcohol as Amyl Alcohol (gms/100 lts Of Absolute Alcohol Max)	
6	Esters as Ethyl Acetate (gms/100 lts Of Absolute Alcohol Min)	
7	Aldehydes as Acetaldehyde (gms/100 lts of absolute alcohol Max)	
8	Methyl Alcohol	

**Remarks:-**

1. The Sample of \_\_\_\_\_ analyzed Complies with  
IS: \_\_\_\_\_

2. It is certified that the sample of \_\_\_\_\_ is fit for human  
consumption.

Officer-in-Charge

Chief Chemist/Chemist

**I. TERMS OF PAYMENT :-**

The terms for making payment for the Country Liquor purchased in terms of the Agreement shall be as follows:-

- CSMCL shall pay the C.S.1B/C.S.1BB licensee only for the stock lifted for retail shops. Payments will be calculated on the stock lifted in every 10 days. The C.S.1B/C.S.1BB licensee shall raise bills after 10<sup>th</sup>, 20<sup>th</sup> and last day of the month which will be payable by CSMCL respectively by 20<sup>th</sup> of the month, last day of the month and 10<sup>th</sup> day of the next month respectively. Stock stored in warehouse of CSBCL shall not be eligible for any payment.

2. **OTHER CONDITIONS FOR SUPPLY:-** The following conditions shall also constitute the obligations of the Supplier:

- 2.1 The C.S.1B/C.S.1BB licensee shall raise the invoices for the stock strictly as per the description of the stock lifted and the invoices shall only bear the consolidated rate mentioned in the Stocking Order without any breakup.
- 2.2 The C.S.1/C.S.1B/C.S.1BB licensee should abide by the provisions of Chhattisgarh Excise Act. 1915 and rules made there under in force from time to time and any other relevant enactment like the Standards of Weights & Measures Act. 1976/(Enf) Act. 1986/and Packed Commodities Rules, 1977 etc. The C.S.1 /C.S.1B/C.S.1BB licensee is solely and individually responsible for all the consequences arising out of the violations in this regard. Any legal complications arising out of the failure to comply with various rules shall be the sole responsibility of the C.S.1/ C.S.1B/C.S.1BB licensee.
- 2.3 Any losses/damages suffered by the Excise Department /CSMCL/CSBCL due to any lapse or violation on the part of the C.S.1/ C.S.1B/C.S.1BB licensee shall be indemnified by C.S.1/ C.S.1B/C.S.1BB licensee.

3 **TERMINATION OF CONTRACT :-**

- 3.1 In case of any default by the licensee of any of the terms & conditions or in case the licensee fails to adhere with Chhattisgarh Excise Act and Rules, Excise Commissioner may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, **under provision of section 31 of Chhattisgarh Excise Act, 1915.**
- 3.2 Any complaint regarding the quality of the liquor is raised or the liquor, after the Chemical Analysis, found to be unfit for human consumption, the contract may be terminated with immediate effect.
- 3.3 All instructions, notices and communications etc. under the contract will be given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the C.S.1/C.S.1B/C.S.1BB licensee.
- 3.4 Notwithstanding anything contained herein, Excise Commissioner also reserves the right to terminate the contract at any time or stage during the period of contract, by giving 30 days' notice in writing without assigning any reason and without incurring any financial liability whatsoever to the licensee.

**4 MISCELLANEOUS PROVISIONS :-** The following provisions shall also constitute the part of this Agreement.

**A. Currency of Agreement**

4.1 This Agreement comes into force with immediate effect and shall remain valid till 31 March, 2025

**B. Forum for legal proceedings**

4.2 The parties herein agree to submit all claims, disputes or differences whatsoever which may at any time hereafter arise between the parties hereto concerning this Agreement or its construction or effect or as to the rights, duties, obligations or liabilities of the parties hereto or either of them under or by virtue of or in connection with this Agreement or any document executed or security created pursuant hereto or otherwise as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement to the exclusive jurisdiction of the courts at Raipur.

**C. Inspection**

4.3 The Excise Commissioner or any Officer authorized by him shall have right to inspect, test and expedite supply or get inspected, tested and expedite the supply of goods at works of the C.S.1/ C.S.1B/C.S.1BB licensee or at any other place as decided by him.

4.4 The Supplier shall abide by and carry out all the obligations under the terms and conditions of the said licence.

**D. Pre-Contract Integrity Pact**

4.5 C.S.1B/C.S.1BB licensee shall also sign the Integrity pact as Annexed in “**Annexure – I**”

**F. Annexure**

4.6 All annexures will be part and parcel of this Agreement.

(Authorized Signatory)  
On behalf of  
C.S.1B/C.S.1BB  
Licensee (Supplier)

(Authorized Signatory)  
Excise Commissioner  
Chhattisgarh/ Officer Authorized

Witnesses(Name & Address):-

Signatory

(1) \_\_\_\_\_ ( )

(2) \_\_\_\_\_ ( )

(Please sign at the place specified)

## ANNEXURE-D

**COST SHEET OF COUNTRY LIQUOR BRANDS**

- 1/ Name of brand and label :- -----  
 2/ Name Of C.S.1B/C.S.1BB licensee :-----  
 3/ Brand/Label No. registered with the Excise Commissioner, Chhattisgarh -----  
 Date -----

Details	Pack Size *		
	750 ML	375 ML	180 ML
<b>Ex. Distillery Price (EDP)*</b>			
Freight Charges**			
Loading and Unloading exp.			
Transit Insurance			
Any other taxes/ duties (if applicable)*** which is not covered above (with details)			
<b>Landing Price without Excise Duty</b>			
<b>Excise Duty on EDP (50% of EDP)</b>			
<b>Landing Price</b>			

\* EDP/EDP of all pack size to be quoted separately.

\*\* Freight Charges will include charges from Manufacturer to CSBCL CL warehouses.

\*\*\* Please submit the relevant documentary proof of any taxes/duties/fees  
Included in cost sheet above

\*\*\*\* The above Annexure should also be submitted in USB Flash drive in Excel Sheet.

\*\*\*\*\* The cost sheet of each label has to be duly attested by the Cost Accountant/Chartered Accountant, specifying that the expenses quoted in the Cost sheet are correct and reasonable.

(Authorized Signatory)

On behalf of  
Supplier

**//DECLARATION//**

The expenses quoted in the above cost –sheet are correct and reasonable.

**(Cost Accountant/Chartered Accountant)**

Registration no.:-

Name of firm& Correspondence

Address.:-

**ANNEXURE-E****RATE OFFER OF COUNTRY LIQUOR LABELS**

FOR (Freight on Receipt) rates for Brand/labels to be supplied

NAME OF THE C.S.1B/C.S.1BB LICENSEE:

NAME OF THE COMPANY/SUPPLIER:

**LANDING PRICES FOR 2024-25**

Brand Name (Masala / Plain)	Label Name	Pack Size	No. of bottles	QTY in PL/BL in one case	EDP for year 2024-25 without Excise Duty	Amount of Excise Duty/Countervailing Duty (as applicable) (50% of column 6)	Warehouse charges (Per box) Fixed Rs. 6/-	Final Landing Price for year 2024-25 (Including transportation Charges upto storage warehouses of CSBCL )
1	2	3	4	5	6	7	8	9

\*\*\*Excise Duty/Countervailing Duty as applicable.

I declare that the information furnished above is true and correct.

Signature of Chief Executive

Place :

Name :

Date :

Seal

Designation :

Address :

**Note: - The above information is also to be provided in USB flash drive, in sealed envelope with the rate offer.**



**Specification Of Digi Lock/GPS****Annexure -F**

S. No.	FEATURE	Specification
1	GPS Module	Ublox
2	Frequency Band	900/1800/900 Mhz
3	In-Build Battery	15000 mAh
4	Transmission mode	TCP
5	Vibration detecting	Built in 3G Sensor
6	Lock Status	Real time monitoring
7	Unlock	RFID/ Remote password
8	Wake up mode	Call/ SMS/ Swiping card/ Vibration/E-Rope cut off
9	Antenna - GPS	Internal
10	Antenna - GSM	Internal
11	Protection Grade	IP67
12	Working Temperature	-20 to +60 <sup>0</sup> C
13	Storage temperature	-40 to +80 <sup>0</sup> C
14	Relative humidity	5% - 99%
15	Average standby current	Less than 0.1 mA
16	Average working current	Less than 90 mA
17	Virtual Odometer	GPS Based
18	Data Logging	Supported
19	Smart Algorithm of Data Acquisition	Time, Distance and Angle
20	SMS Configurable	Supported

**This device can be unlocked by using RFID cards or SMS commands. The software application embedded in the device should be seamlessly integrable into existing Chhattisgarh Excise PSIM.**

**ANNEXURE-G****List of Warehouses**

S.No.	Name of Warehouse	Name of District
1	3	2
1	Raipur	Raipur
2	Mahasamund	Mahasamund, Gariyaband
3	Bhilai	Durg
4	Rajnandgaon	Rajnandgaon, Khairagarh- Chhuilkhadan-Gandai, Mohla-Manpur- Ambagarh Chowki
5	Dhamtari	Dhamtari, Balod, North Bastar Kanker
6	Jagdalpur	Bastar, South Bastar Dentewada, Sukama, Bijapur, Narayanpur, Kondagaon
7	Bilaspur	Bilaspur, Gaurela-Pendra- Marwahi
8	Kabirdham	Kabirdham, Bemetara, Mungeli
9	Baloda-Bazar	Baloda-Bazar
10	Janjgir-Champa	Janjgir-Champa, Sakti, Korba
11	Ambikapur	Sarguja, Surajpur, Balrampur, Koria, Manendragarh- Chirmiri-Bharatpur
12	Raigarh	Raigarh, Jashpur, Sarangarh-Bilaigarh,

Note:- The warehouses can be increased or decreased by Excise Commissioner as per requirement at any point of time.

**Annuxere-H****District wise estimated consumption of country liquor in the financial Year 2023-24**

S.No.	Name of District	Name of Warehouse	Estimated consumption of Country Liquor for 2023-24 (on the basis of actual consumption of 10 Months)		
			Masala (P.L)	Plain (P.L.)	Total (P.L.)
1	2	3	4	5	6
1	Raipur	Raipur	9131422	1172632	10304054
2	Balodabazar	Balodabazar	2959366	451657	3411023
3	Gariaband	Gariaband	500071	625132	1125203
4	Mahasamund	Mahasamund	330228	1650575	1980802
5	Dhamtari	Dhamtari	1211695	2445919	3657614
6	Durg	Bhilai	4908648	3167611	8076259
7	Balod	Balod	162310	3226515	3388823
8	Bemetara	Bemetara	1236384	1728929	2965313
9	Rajnandgoan	Rajnandgoan	111780	2769373	2881153
10	Kabirdham	Kawardha	114471	2400394	2514864
11	Jagdalpur	Jagdalpur	933	15060	15993
12	Narayanpur	Jagdalpur	816	75146	75963
13	Kondagoan	Jagdalpur	662	72733	73395
14	N.B. Kanker	Dhamtari	41529	326708	368237
15	S.B.Dantewada	Jagdalpur	855	27489	28345
16	Bijapur	Jagdalpur	686	19561	20247
17	Sukma	Jagdalpur	0	13578	13578
18	Bilaspur	Gatauri	536676	4831795	5368471
19	Gaurela-Pendra-Marwahi	-	0	0	0
20	Mungeli	Mungeli	37130	2091992	2129123
21	Janjgir-Champa	Janjgir-	0	2633634	2633634
22	Korba	Korba	177359	1798688	1976047
23	Raigarh	Raigarh	368227	1080856	1449083
24	Jashpur	Raigarh	897	28724	29621

25	Sarguja	Ambikapur	17550	34510	52060
26	Balrampur	-	0	0	0
27	Surajpur	Ambikapur	0	21174	21174
28	Koria	Ambikapur	0	4217	4217
29	Khairagarh- Chhuilkhadan-Gandai	Rajnandgoan	60977	1332575	1393551
30	Shakti	Janjgir	1944	868061	870005
31	Sarangarh-Bilaigarh	Raigarh	51929	817049	868978
32	Manendragarh-Chirmiri- Bharatpur	Ambikapur	0	88744	88744
33	Mohla-Manpur- Ambagarh Chowki	Rajnandgoan	12442	301449	313890
	<b>Total</b>		<b>21976988</b>	<b>36122478</b>	<b>58099465</b>

**ANNEXURE "I"****PRE-CONTRACT INTEGRITY PACT**

**(To be submitted on non-Judicial Stamp Paper of value in accordance with provisions of Stamp Act)**

**1. GENERAL**

**1.1.** This pre-bid contract Agreement (herein after called the Integrity Pact) is made on .....day of the month ..... 20..... between, the Government of Chhattisgarh acting through Excise Commissioner Chhattisgarh.....

(which shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party and M/s ..... represented by Shri ..... Chief Executive Officer (hereinafter called the SUPPLIER, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

**1.2.** WHEREAS the SUPPLIER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Corporation of the Government, performing its function on behalf of the Government of Chhattisgarh.

**2. OBJECTIVES**

NOW, THEREFORE, the BUYER and the SUPPLIER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to: -

**2.1.** Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

**2.2.** Enabling SUPPLIER's to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

**3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following: -

**3.1.** The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the

SUPPLIER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

**3.2.** The SUPPLIER will, during the pre-contract stage, treat SUPPLIER's alike, and will provide to all SUPPLIER's the same information and will not provide any such information to any particular SUPPLIER which could afford an advantage to that particular SUPPLIER in comparison to the other SUPPLIER's.

**3.3.** All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the SUPPLIER to the BUYER with the full and verifiable facts and the same prima fade found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **4. COMMITMENTS OF Supplier**

The SUPPLIER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activity during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

**4.1.** The SUPPLIER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

**4.2.** The SUPPLIER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or dis-favor to any person in relation to the contract or any other contract with the Government.

**4.3.** The SUPPLIER further confirms and declares to the BUYER that the SUPPLIER in the original Manufacture/Integrator/Service Provider/ Authorized government sponsored export entity of the stores and has not

engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the SUPPLIER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

**4.4.** The SUPPLIER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

**4.5.** The SUPPLIER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

**4.6.** The SUPPLIER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

**4.7.** The SUPPLIER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The SUPPLIER also undertakes to exercise due and adequate care lest any such information is divulged.

**4.8.** The SUPPLIER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

**4.9.** The SUPPLIER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## **5. PREVIOUS TRANSGRESSION**

**5.1.** The SUPPLIER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India or any Government Department in India that could justify SUPPLIER's exclusion from the tender process.

**5.2.** If the SUPPLIER makes incorrect statement on this subject, SUPPLIER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **6. EARNEST MONEY & SECURITY DEPOSIT**

**6.1.** Every SUPPLIER while submitting commercial bid, shall deposit an amount as specified in RFP as EMD/Security Deposit, with the BUYER through any of the following instruments:

- (i) EMD through Bank Draft in favor of Managing Director CSMCL, RAIPUR payable at RAIPUR
- (ii) Security Deposit in form of Bank as per Clauses of tender document



**6.2.** The EMD/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the SUPPLIER and BUYER, including warranty period, whichever is later.

**6.3.** In the case of successful SUPPLIER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**6.4.** No interest shall be payable by the BUYER to the SUPPLIER on EMD/Security Deposit for the period of its currency.

## **7. SANCTIONS FOR VIOLATIONS**

**7.1.** Any breach of the aforesaid provisions by the SUPPLIER or any one employed by it or acting on its behalf (whether with or without the knowledge of the SUPPLIER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the SUPPLIER. However, the proceedings with the other SUPPLIER(s) would continue.

(ii) To forfeit fully or partially the EMD (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the SUPPLIER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian SUPPLIER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a SUPPLIER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the SUPPLIER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the SUPPLIER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the SUPPLIER and the SUPPLIER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the SUPPLIER.

(vii) To debar the SUPPLIER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by SUPPLIER(s) to any middlemen or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the SUPPLIER, the same shall not be opened.

(x) If the SUPPLIER or any employee of the SUPPLIER or any person acting on behalf of the SUPPLIER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the SUPPLIER's firm, the same shall be disclosed by the SUPPLIER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the SUPPLIER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(xi) The SUPPLIER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the SUPPLIER. The SUPPLIER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the SUPPLIER.

**7.2.** The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the SUPPLIER shall be final and conclusive on the SUPPLIER. However, the SUPPLIER can approach the Monitor(s) appointed for the purposes of this Pact.

## **8. FALL CLAUSE**

**8.1.** The SUPPLIER undertakes that if has not supplied/is not supplying similar product/services/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the SUPPLIER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the SUPPLIER to the BUYER, if the contract has already been concluded.

**9. INDEPENDENT MONITORS**

**9.1.** The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

**9.2.** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

**9.3.** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

**9.4.** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the SUPPLIER/Subcontractor(s) with confidentiality.

**9.5.** As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

**9.6.** The Monitor will submit a written report to the designated Authority of BUYER/Manager in the Corporation/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/SUPPLIER and, should the occasion arise, submit proposals for correcting problematic situations.

**10. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the SUPPLIER and the SUPPLIER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

**11. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat/venue at Raipur, Chhattisgarh.

**12. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

**13. VALIDITY**

**13.1.** The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the SUPPLIER /Seller whichever is later. In case SUPPLIER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

**13.2.** If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact  
at.....on.....

**BUYER SIGNATURE**

**SUPPLIER SIGNATURE**

**Name of the Officer**

**Proprietor/ Partner**

**Designation**

**Department/ PSU**

**Witnesses**

1).....  
.....  
2).....  
.....

**Witnesses**

1).....  
.....  
2).....  
.....